

# User License Agreement

This agreement is made between CFlex Fractional Club Owners Syndicate.

CFlex Ltd and CFLEX Fractional Ltd having registration number 6654692 registered address: Whittle and Co.,  
Century House South, North Station Road, Colchester CO1 1RE **and**

User License Designated Driver:  
MR/MRS/MS

Date:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postcode: \_\_\_\_\_

Membership No. \_\_\_\_\_

RYA Level 2 No. \_\_\_\_\_

## User Members

Please list your anticipated regular user members (for use as passenger manifest under Solas V regulation)

Name \_\_\_\_\_ Address \_\_\_\_\_

Please tick to indicate if  
additional designated driver

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

Should any of your user members wish to be a designated driver they must be able to prove that they have the relevant qualification or be prepared to attain an RYA Level 2 Powerboat qualification. This qualification can be purchased through CFlex at an additional cost.

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## 1 Definitions

These definitions apply unless the context requires a different interpretation:

<b>Boat, Trailer and associated equipment</b>	means the boat, trailer and equipment the full details of which are set out in Schedule 1.
<b>Agreement</b>	means these terms and conditions between C-Flex Fractional Club Owners Syndicate (hereby known as CFCOS) and the shareholder, Designated Driver Members or eligible User Members for the provision of boat self drive services incorporating all terms and conditions as specified by CFCOS.
<b>User License</b>	means the terms and conditions under which syndicate shareholders are granted use of CFCOS boats, trailers and associated equipment.
<b>Date of Membership</b>	means the issue date of a User License.
<b>Designated User License Holder</b>	means a syndicate shareholder designated and authorised by CFCOS to act for all the actions as specifically reserved for such in this agreement.
<b>Driver Member</b>	means a Member who has passed the criteria set by CFCOS and as described in Paragraph 4 of this agreement who is authorised to drive or sail CFCOS boats in accordance with the terms and conditions of a User License and this agreement.
<b>Launch and Recovery Location</b>	means location that CFCOS designate as an approved service centre or location for launch and recovery of CFCOS boats.
<b>Members</b>	means all Designated User License holders, Driver or User members, or their guests who have been approved and authorised for the use of CFCOS's boats, trailers and associated equipment.
<b>User License Expiry date</b>	means the last business day of the 12th month following the nominated User license start month or as specified by CFCOS or its representatives.
<b>On-Line Scheduler</b>	means the web based scheduler for booking all time slots and boat usage.
<b>Service Centre</b>	means any designated premises that CFCOS nominate.
<b>Time Slot</b>	means a period of time intra-day specified with a start time and end time that represent the permissible time for Members to use a CFCOS boat or associated equipment.
<b>Time Slot Allocation</b>	means the number of time slots that members are entitled to book according to their designated User License criteria.
<b>User Manual</b>	means the operating manual and notification of charges as issued to members on successful application.
<b>User Member</b>	means any family or friend registered with CFCOS by a Designated User License holder, who is therefore authorised to be a passenger with Members on any club boat.

## 2 Summary of Agreement

- 2.1 The Members agree that they wish to enter into an agreement for fractional shared use syndicate membership as governed by the terms contained in this agreement.
- 2.2 CFCOS or C-Flex Fractional Ltd reserves the right to repossess any Boats, Trailer and Associated Equipment at any time without demand at the Members expense if the terms of this Agreement are breached.

## 3 Relationship of Members

- 3.1 This agreement contains the entire agreement between the Members and CFCOS, none of whom relies on anything else, said or written.
- 3.2 This agreement does not create any partnership or joint venture between the Members and CFCOS or CFlex Fractional Ltd .
- 3.3 No Member is the agent of any other Member and none has authority to enter into any commitment on behalf of any other Member except as may result from this agreement.

## 4 Membership Eligibility and Membership Subscription

- 4.1 Only applicants from the United Kingdom (UK) between the ages of 18 years and 70 years will be considered for membership.
- 4.2 Designated Driver Members must hold a valid UK Credit card with an available credit of at least £450.00;
- 4.3 Members must not have had their marine insurance declined and /or renewal refused and /or special insurance terms imposed upon them and /or have had cover cancelled by a marine insurer. Failure to declare any of the coditions mentioned in 4:4.3 will be considered a breach of the terms of this agreement and the members User License will be cancelled with immediate effect
- 4.4 The final decision on whether to accept any applicant for membership rests with CFCOS and CFCOS is under no obligation to disclose its reasons for declining syndicate membership or the issue of a User License.

#### 4.5 The applicant must complete the necessary application forms and provide CFCOS with the following:

##### 4.5.1 Driver Members

- 4.5.1.1 A valid passport or photo driving licence and 1 proof of address document.
- 4.5.1.2 Details of a valid UK Credit Card with a minimum of £450 credit limit .
- 4.5.1.3 Proof of RYA level 2 Powerboat qualification. Applicants who do not have RYA Level 2 Powerboat qualifications will be enrolled on a course by CFCOS and on successful completion will be granted Driver Membership status.
- 4.5.1.4 Confirmation that they meet the Insurance and eligibility of membership criteria set out at condition 4.4.3 of the attached Terms and Conditions.

##### 4.5.2 User Members

- 4.5.2.1 Name and Address details and signatures on the User License Agreement or Handover registration forms.

4.6 User License must include at least one and a maximum three Driver Members, all of whom must be RYA Level 2 Powerboat qualified.

4.7 CFCOS reserves the right to change qualifying criteria at its discretion.

4.8 One Driver Member for each User License shall be identified and communicated in writing to CFCOS as the Designated User License Holder The User License will be registered in the name of the Driver Member, who is responsible for all terms and conditions of the User License

4.9 The Designated User License holder can register Driver and User Members up to the maximum number specified by CFCOS

4.10 CFCOS issues User Licenses to syndicate shareholders according to boat category as mentioned in Schedule 2. The Designated User License holder will pay any fees to CFCOS.

4.11 On satisfactory completion of the application process and payment the Members will be able to book and use their Time Slot Allocations throughout the remainder of the duration of their User License .

4.12 The User License starts on the 1st day of the nominated start month and ends on the last day of the 12th month immediately following.

4.13 User License holders will have the option to renew their license for another year once the previous license ceases, providing they are still syndicate shareholders, but will have to give 30 days notice if they wish not to renew a User License . This license is deemed to have been renewed unless written cancellation is received 30 days prior to renewal date. User License fees are non refundable.

4.14 The Members agree that the final decision on renewal of membership rests with CFCOS.

4.15 User License includes launch and recovery charges for   service centre.

4.16 Members will be personally responsible for any charges incurred due to launch and recovery at non approved locations.

## 5 Boat Launch and Recovery or Service Centre Collection or Home Delivery

5.1 All Time Slots and boat usage must be booked through the 'On Line Scheduler'. In the event of internet failure members may telephone the CFlex service centre, but telephone time slot bookings cannot be guaranteed.

5.2 CFCOS reserves the right to change the time for any time slot or the terms of short notice availability without notice. Members acknowledge that seasonal variations to time slots will occur due to changing hours of daylight.

5.3 Boats launched and recovered from Service Centres specified on User Licenses will not incur fees for members. Launch and recovery fees from these locations are included in the User License fees.

5.4 Boats launched and recovered from non designated locations and any fees incurred by CFCOS as a result of such actions will be the sole responsibility of the Members using those facilities and must be settled in full by Members. CFCOS will bear no responsibility for any fees incurred.

5.5 Trailers left in harbours/yards or on driveways must be locked with ball hitch locks and wheel clamps at all times. Failure to do so will invalidate CFCOS insurance and Members will therefore become personally liable.

5.6 Upon arrival for a booked Time slot at a service centre or upon delivery at an alternative launch and recovery location along with a representative from CFCOS members must inspect the boat and trailer for any damage inside or out. Any damage discovered must be logged on the "hand-over" condition and damage report. Damage not logged will be deemed to have been caused by the members during their use and CFCOS will charge accordingly.

5.7 Once launched, collected from a service centre or home delivered, Members are fully responsible for the boat trailer and any accessories as per the conditions of use clauses.

5.8 Unless the Members have prior written permission from CFCOS , boats must not be launched by any method other than by using the supplied trailer using a recognised slipway.

5.9 Boats must be collected from and returned to the designated service centre, or be available for collection by C-Flex representatives from alternative locations by the specified time as stated by the Time Slot conditions and by the On Line Scheduler confirmation governing the booking. Late return will incur penalty charges as stated in the User Manual. CFCOS reserves the right to change late penalty charges at anytime.

5.10 Members agree to abide by the handover and return procedures as stated in the User Manual.

5.11 Members will return all keys and accessories, sign the return hand over report, register with a C-Flex representative any damage incurred and fuel charges prior to their departure from the service centre or alternative launch and recovery location.

5.12 In the event of failure to sign a return hand over report CFCOS are entitled to charge members for the discovery of further damage, fuel, valeting, and members accept full responsibility for all such charges.

## 6 Penalty and Other Charges

- 6.1 CFCOS reserves the right to charge its members certain penalties in those cases where members do not follow these terms and conditions together with the User Manual either intentionally or unintentionally.
- 6.2 CFCOS will take into account extenuating circumstances however the final decision to impose penalty charges lies solely with CFCOS.
- 6.3 The User Manual details all penalty charges to Members and is subject to change at the discretion of CFCOS.
- 6.4 In accordance with the charges as set out in the User Manual, Members shall pay or reimburse CFCOS on demand the sum of:
  - 6.4.1 The User License Fee
  - 6.4.2 Any applicable administration fees
  - 6.4.3 Any applicable charges arising under the conditions of use clauses in terms and conditions
  - 6.4.4 Any late return penalty charges
  - 6.4.5 Any fines, penalties, court costs or other expenses imposed on CFCOS by law arising from the use of the boat and trailer while being used by the Member (unless due to C-Flex Fractional's fault). Payment by the Member does not relieve the Member or any other person of direct responsibility to any public authority for his/her unlawfulness
  - 6.4.6 CFCOS costs, including reasonable legal fees and administration charges incurred in collection of amounts due from Members under the Agreement
  - 6.4.7 Any amount due under the Agreement relating to the loss, damage or late return of the Boats, Trailer and Associated Equipment
  - 6.4.8 Any sums incurred by CFCOS in connection with recovery of the boat or trailer or otherwise incurred by CFCOS due to Members' acts or omissions
  - 6.4.9 Any sums amounting from the loss or damage to the boat keys, trailer ball hitch keys or wheel clamp lock keys including supply of replacement keys

## 7 Payment of Charges

- 7.1 Designated User License holders will supply CFCOS with credit card details prior to using any CFCOS's boat trailer and equipment.
- 7.2 CFCOS reserves the right to charge to the Members' credit card a value equal to the amount of insurance excess, applicable to the boat trailer or associated equipment being used.
- 7.3 CFCOS will refund in full any sums held against or charged on members card on safe return of the Boats, Trailer and Associated Equipment provided that no sums fall due arising out of the penalty and other charges shown in the section above.
- 7.4 In the event that these sums fall due, they will be charged to the members credit card.

## 8 Responsibility of Members

- 8.1 Members are responsible for the first £750.00 for any damage, loss, theft of/ to CFCOS boats, trailers and associated equipment.
- 8.2 Members are responsible for paying all charges on account of:
  - 8.2.1 Harbour Authority Fees
  - 8.2.2 Water Authority License Fees
  - 8.2.3 Parking/Storage for trailers and equipment
  - 8.2.4 Visitor mooring charges
  - 8.2.5 Fine or penalties imposed by public or private authorities

## 9 Boat and Trailer Care

- 9.1 Members are responsible for the safe keeping of the Boats, Trailer and Associated Equipment. **While in their use, the Members must:**
  - 9.1.1 Make sure the trailer is wheel clamped and ball hitch locked when left unattended
  - 9.1.2 Make sure the boat is moored securely and safely for all states of the tide in appropriate and designated mooring sites  
Boats moored or at anchor must not be left unattended for longer than five hours
  - 9.1.3 Make sure that all keys are not kept with the boat when not in use or left unattended
  - 9.1.4 Use the correct fuel when refueling
  - 9.1.5 Set and secure any security device fitted or given to them by CFCOS or its representatives
  - 9.1.6 Keep all keys secure on floating key rings
  - 9.1.7 Check lighting boards are working correctly and satisfy the required road safety laws before towing on a public highway
  - 9.1.8 Not make any alterations to the Boats, Trailer and Associated Equipment.
  - 9.1.9 Arrange security for the Boat
  - 9.1.10 Have at least one Driver Member on the boat when underway.
  - 9.1.11 Not accumulate anything in or on the Boat which could be a safety hazard
  - 9.1.12 Keep the Boat in clean and good condition
  - 9.1.13 Fully cooperate in repairing or other emergency work in any part of the Boat
  - 9.1.14 Clean, maintain and keep free from blockages and obstructions all sinks, lavatories, cisterns and the like
  - 9.1.15 Not use the Boat for any improper, immoral or illegal purpose

- 9.1.16 Not smoke tobacco or any other herb on the Boat
- 9.1.17 Not change or install any locks on doors and cabinets in the Boat nor have additional keys made for any lock
- 9.1.18 Not keep or allow pets of any kind on the Boat
- 9.1.19 Comply with all local land and water use legal obligations in respect of the Boat

## 10 Conditions of Use

- 10.1.1 Members must not allow the boat to be used
  - 10.1.1 to carry passengers for hire, reward or any other kind of remuneration
  - 10.1.2 to carry more than the designated number of passengers as specified by CFCOS
  - 10.1.3 to carry goods of any kind including those of a dangerous or hazardous nature
  - 10.1.4 to tow any other vessel or object apart from skiers/wakeboarders and approved water inflatable toys
  - 10.1.5 to take part in any race, rally, pace making, speed testing or other contest
  - 10.1.6 while designated drivers are under the influence of alcohol or drugs or any substance impairing their consciousness or ability to react
  - 10.1.7 by non designated drivers or anyone who does not have prior approval from CFCOS or CFlex Fractional Ltd.
  - 10.1.8 outside the designated waters as stated in the User Manual
- 10.2 All harbour and water authority bylaws and marina speed restrictions must be adhered to.
- 10.3 Failure to comply with the conditions of use may result in penalty charges or the recovery of the Boats, Trailer and Associated Equipment without notice at the Members' expense. CFCOS reserve the right to cancel a User License for breach of any conditions of use.
- 10.4 Members agree to notify CFCOS or CFlex Fractional Ltd immediately if members are involved in any accident or incident whilst driving a boat (whether owned by CFCOS or not).
- 10.5 Members agree that they have read and understood the User Manual and the procedures contained therein, and the conditions relating to the use of the boat and associated equipment, the security of the boat, trailer and associated equipment, and the use and care of keys.
- 10.6 A maximum of TWO persons and ONE inflatable toy are allowed to be towed at any one time.

## 11 Insurance

- 11.1 CFCOS has in place insurance cover for the Members using the Boats, Trailers and Associated Equipment with their permission (and not otherwise) in accordance with a Comprehensive Marine Boat Insurance Policy. This policy meets all applicable statutory requirements and protects CFCOS and the authorised driver members against any legal claims from third parties for personal injury or material damage caused by the use of the boat.
- 11.2 The insurance does not cover damage to any premises belonging to or in occupation of the Member or the Member's employer or to property belonging to or held in trust by or in the custody or control of the Member or Member's employer.
- 11.3 Members waive all their rights to and agree that CFCOS or persons acting on its behalf will conduct negotiations and agree any settlement with the insurers and that any monies in respect of boat, trailer and associated equipment loss or damage will be paid to CFCOS or such persons as CFCOS may direct.
- 11.4 If the actions or negligence of any of the Members invalidates the insurance cover held by CFCOS for any reason and results in loss of cover provided under that policy, Members will be held liable for any losses incurred.

## 12 Accidents

- 12.1 If Members are involved in an accident while towing the trailer and boat or using the boat on the water, Members must report the accident immediately to the Police in the case of a road traffic accident or Harbour Authorities or C-Flex Fractional in the event of an accident on the water regardless of personal injury, loss and/or damage.
- 12.2 Members must report the accident to CFCOS as soon as practically possible, providing the police reference number, in the case of a road traffic accident, or Harbour Authority reference number in the case of a water based incident.
- 12.3 Members agree not to admit liability or guilt in the event of an accident, or promise to pay any third party, or attempt any repair to the boat, trailer and equipment.
- 12.4 Members agree to fully complete a CFCOS accident form on request.
- 12.5 Members agree to cooperate with CFCOS, its insurers and the police in any investigation or subsequent legal proceedings.

## 13 Theft

- 13.1 If the Boats, Trailer and Associated Equipment, keys and/or the documents and accessories present at collection are stolen, Members must report the theft immediately to the police and then to CFCOS or a designated representative as soon as practically possible, providing the police reference number.
- 13.2 Members agree to fully complete a CFCOS theft form on request.
- 13.3 Members agree to cooperate with CFCOS, CFlex Fractional Ltd its insurers and the police in any investigation or subsequent legal proceedings.

## 14 Damage and Vandalism

- 14.1 If the Boats, Trailer and Associated Equipment, keys and/or the documents and accessories present at collection are damaged, Members must report the damage immediately to CFCOS or a designated representative. If the damage was caused by or the suspected cause was vandalism, Members must notify the Police and provide CFCOS with the police reference number.
- 14.2 The Members agree to complete a CFCOS damage form on request.
- 14.3 The Members agree to cooperate with CFCOS, CFlex Fractional Ltd, its insurers and the police in any investigation or subsequent legal proceedings.

## 15 Personal Property

- 15.1 CFCOS is not liable to any Member or guest for loss or damage to property left in or on the boat either during the period of hire or thereafter. Such property is left entirely at Member's own risk. Members are not covered by CFCOS insurance for the theft of possessions or valuables from the boats.
- 15.2 CFCOS is not liable to any Member or one of their guests for any loss of, or damage to their own personal vehicle if left at any Service Centre premises at any time. Parking provision is subject to availability and vehicles are left at Members own risk.

## 16 Personal Data

- 16.1 Members consent to the computer storage and processing of Member's personal data by CFCOS in connection with the Agreement and to the transmission of this data for the purposes of CFCOS legitimate interests including statistical analysis, marketing of services and credit control. If Members breach the Agreement, the Member's personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

## 17 Limitation of Liability

- 17.1 This paragraph sets out the entire financial liability of CFCOS (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Member in respect of:
  - 17.1.1 any breach of the Agreement;
  - 17.1.2 any use made by the Member of the boats, trailers and associated equipment;
  - 17.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 17.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 17.3 Nothing in this Agreement limits or excludes the liability of CFCOS
  - 17.3.1 for death or personal injury resulting from negligence;
  - 17.3.2 for any damage or liability incurred by the Member as a result of fraud or fraudulent misrepresentation by CFCOS.
- 17.4 Subject to paragraphs 17.2 and condition 17.3, CFCOS or CFlex Fractional LTD shall not be liable for:
  - 17.4.1 loss of profits;
  - 17.4.2 loss of business;
  - 17.4.3 depletion of goodwill and/or similar losses;
  - 17.4.4 loss of anticipated savings;
  - 17.4.5 loss of goods;
  - 17.4.6 loss of contract;
  - 17.4.7 loss of use;
  - 17.4.8 loss of corruption of data or information;
  - 17.4.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 17.5 CFCOS total liability in contract, (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid by the Members under the Agreement.

## 18 C-Flex Fractional Club's Obligations

- 18.1 CFCOS agrees to be bound by this Agreement and acknowledges that Members reserve the right to terminate the Agreement at any time without demand at CFCOS's expense if the terms of the Agreement are breached.

## 19 Boat Trailer and Associated Equipment Provision

- 19.1 CFCOS will ensure, as far as is reasonably possible and in accordance with the Agreement, that the boats trailers and associated equipment are in a seaworthy condition and are regularly serviced.
- 19.2 Boats, Trailer and Associated Equipment are made available to Members from the Service Centre or designated alternative launch and recovery locations from the booked start time, and are accessed by the use of the keys provided. Once the Boats, Trailer and Associated Equipment has been checked for external damage or neglect, and where appropriate relevant details have been entered in the hand over report, a Member can then use the Boats, Trailer and Associated Equipment in accordance with this Agreement.
- 19.3 In the event of a mechanical breakdown occurring, and once Members have requested assistance, CFCOS will attend to the Boats, Trailer and Associated Equipment (according to the terms and conditions arranged with CFCOS ).
- 19.4 The Boats, Trailer and Associated Equipment must be booked in accordance with the User Manual. The Service Centre can be contacted at specified times (see User Manual) for general enquiries, or at any time by using the emergency telephone number contained in the User Manual for reporting accidents, theft, or damage of any other nature. To access a boat, trailer and associated equipment, bookings must be made according to the terms and conditions set out in the User Manual. If Member's requirements cannot be met, the Service Centre will endeavour to offer an alternative but cannot guarantee to meet all the Member's requirements.
- 19.5 CFCOS reserves the right to alter the pre-booked boat, trailer and associated equipment provided to Members, without prior notice if not reasonably practicable, where circumstances beyond CFCOS's control mean that the boat, trailer and associated equipment of choice is unavailable, or in the opinion of a CFCOS or CFlex Fractional Ltd representative is unsafe for use.
- 19.6 CFCOS reserves the right to change the boats trailers and associated equipment made available to members at any stage and without prior notice or warning

## 20 Changes to the Agreement

- 20.1 CFCOS retains the right to change the terms and conditions of the Agreement. Members will be notified in writing of the new terms and conditions and will be deemed to have accepted the new terms.

## 21 Term of the Agreement

- 21.1 The Agreement shall remain in force for a period of at least twelve months. Members must give at least one month's notice of their intention not to renew the Agreement, or User License.
- 21.2 The Agreement may be terminated with immediate effect by Members in the event that CFCOS breaches any of the terms and conditions of the Agreement.
- 21.3 CFCOS may terminate the Agreement with immediate effect in the event that the Member breaches any of the terms of the Agreement or rules set out in the User Manual. A pro rata refund will be awarded to reflect unused Time Slot Allocation or unused upgrade packages, under the membership, less a termination fee as set out in the User Manual.

## 22 Successors to the Agreement

- 22.1 The benefit and obligations of this agreement shall be binding on any successor in title.
- 22.2 No Member shall be entitled to assign this agreement nor all or any of their rights and obligations without the prior written consent of the others, except as provided above.

## 23 Notes and Service

- 23.1 Any notice to be served on any Member by any other may be sent by letter or e-mail to the address from which the receiving Member has last sent postal or e-mail transmissions and shall be deemed to have been received by the addressee within 48 hours if no notice of non-receipt has been received by the sender.

## 24 Modification, Amendment, Supplement and Waiver

- 24.1 No modification, amendment, supplement to or waiver of this agreement will be binding upon a Member unless made in writing and duly signed by all Members. Any failure or delay by a Member in enforcing any provision, exercising any option, or requiring performance of any provision, shall not be treated as waiver of a right to exercise it in the future.
- 24.2 The waiver by a Member of any default or breach of this agreement will not constitute a waiver of any other or subsequent default or breach.

## 25 Rights of Third Parties

25.1 Nothing in this agreement shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

## 26 Severability

26.1 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction. To prevent it from being void it shall then be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

## 27 Dispute Resolution

27.1 In the event of a dispute arising out of or in connection with these terms or any contract between Members, then each Member agrees to attempt to settle the dispute by engaging in good faith with CFCOS, CFlex Fractional Ltd or Members in a process of mediation before commencing arbitration or litigation.

## 28 Force Majeure

28.1 No Member will be liable for any breach of his obligations resulting from causes beyond his reasonable control, which may include fire, natural disaster, war or military hostilities, and in such a situation:

28.2 Each Member agrees to give notice immediately to every other Member upon becoming aware of an event of force majeure and such notice to contain details of the circumstances giving rise to it;

28.3 No Member shall have any liability to any other in respect of the termination of this agreement as a result of force majeure.

## 29 Assignment

29.1 Members shall not be entitled to assign or otherwise transfer any of his/her rights or obligation under the Agreement.

## 30 Law and Jurisdiction

30.1 The Agreement shall be governed by and construed in accordance with English law and in relation to any legal action or proceedings arising out of or in connection with the Agreement, each of the parties submits to the exclusive jurisdiction of the English Courts

This agreement has been signed by the Members the day and year first above written

Signed by Designated Driver:  
MR/MRS/MS

Date:

in the presence of:

Signed by C-Flex Representative:

Date:

Signed by Authorised Representative of CFlex Fractional Club Owners Syndicate or CFlex Fractional Ltd

## User Members

Please list your user members signatures (max.5)

Members Signature

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule 1: Details of the Boat, Trailer and Equipment

<input type="checkbox"/> <b>Boat Model:</b>	Serial No:
Engine:	Serial No:
Trailer:	Serial No:
<input type="checkbox"/> <b>Boat Model:</b>	Serial No:
Engine:	Serial No:
Trailer:	Serial No:
<input type="checkbox"/> <b>Boat Model:</b>	Serial No:
Engine:	Serial No:
Trailer:	Serial No:
<input type="checkbox"/> <b>Boat Model:</b>	Serial No:
Engine:	Serial No:
Trailer:	Serial No:

## Schedule 2: User License Details

<b>License Type:</b>	<input type="checkbox"/> Cat. 1	<input type="checkbox"/> ANNUAL PAYMENT					
	<input type="checkbox"/> Cat. 2	<input type="checkbox"/> PAYMENT PLAN					
<b>FULL</b>	<input type="checkbox"/> Cat. 3						
	<input type="checkbox"/> Cat. 4						
	<input type="checkbox"/> Cat. 5						
	<input type="checkbox"/> Cat. 6						
	<b>WEEKDAY</b>			<b>SELF SELECT</b>			

### Time Slot Allocation:

**FULL LICENSE** 3 weekday + 2 weekends per month (12 Green, 12 Yellow, 12 Red weekday slots per annum)  
 (6 Green, 6 Yellow, 6 Red weekend slots per annum)  
 Allocated in full to online scheduler account   
 Allocated in monthly amounts to online scheduler  £

**WEEKDAY LICENSE** 5 weekday per month  
 (30 Green, 15 Yellow, 15 Red weekday slots per annum)  
 Allocated in full to online scheduler account   
 Allocated in monthly amounts to online scheduler  £

<b>SELF SELECT LICENSE</b>	<b>Self Select Slots</b>	Cat. 1	Cat. 2	Cat. 3	Cat. 4	Cat. 5	Cat. 6	
	Green weekday	<input type="checkbox"/>						
	Green weekend	<input type="checkbox"/>						
	Yellow weekday	<input type="checkbox"/>						
	Yellow weekend	<input type="checkbox"/>						
	Red weekday	<input type="checkbox"/>						
	Red weekend	<input type="checkbox"/>						
	<b>TOTAL</b>	<input type="checkbox"/>	£ <input type="text"/>					

**Optional Extras:**

<b>HIGHER BOAT CATEGORY</b>	<b>Cat. 2</b>	<b>Cat. 3</b>	<b>Cat. 4</b>	<b>Cat. 5</b>	<b>Cat. 6</b>	<b>£</b>			
<b>DRIVER + WAKEBOARD &amp; SKI LESSONS</b>						<b>£</b>			
	<b>3 Lessons</b>	<b>6 Lessons</b>	<b>9 Lessons</b>			<b>£</b>			
<b>ADDITIONAL LAUNCH &amp; RECOVERY</b> <small>(Excludes local launch and storage fees)</small>	<b>Cat. 1</b>	<b>Cat. 2</b>	<b>Cat. 3</b>	<b>Cat. 4</b>	<b>Cat. 5</b>	<b>Cat. 6</b>	<b>£</b>		
	<b>Brightlingsea</b>					<b>Aldeburgh</b>	<b>Orford</b>	<b>£</b>	
	<b>Home Delivery*</b>					(*75 mile radius from Levington)		<b>SUBTOTAL</b>	<b>£</b>

**Card Details for Security Deposit/Payment**

<input type="checkbox"/> Mastercard	<input type="checkbox"/> Switch/Maestro	<input type="checkbox"/> American Express	<b>SUBTOTAL</b>	<b>£</b>
<input type="checkbox"/> Visa	<input type="checkbox"/> Visa/Delta/Electron		<b>VAT</b>	<b>£</b>
Cardholder Name			<b>DEPOSIT</b>	<b>£</b>
Card No.			<b>TOTAL</b>	<b>£</b>
Start Date		Expiry Date		
SCC Code	Switch and Maestro only		Issue No.	
	Switch Only		Sort Code	

**Agreement Confirmation**

I confirm that I have read the terms and conditions and fully understand and accept the contract with CFlex Fractional Club Owners Syndicate is legal and binding. I confirm that I meet with the insurance and eligibility criteria set out by CFCOS.

You should fully acquaint yourself with the conditions of this agreement before signing this document. Further by signing this agreement you are liable to be regarded as understanding these terms and that you have had the opportunity to raise any concerns about them before signing.

Signature
Date